

### **REMARKS**

Claims 1 - 31 are currently under examination and have been rejected by the Final Office Action. After entry of the present amendment, Claims 1 - 31 remain pending in the application. The present amendment amends independent claims 1, 13, and 24 and the corresponding dependent claims 5, 15, 16, and 25 to clarify the scope of the claimed inventions. Attorney for Assignee would like to thank Examiner Poinvil for his time in conducting the Examiner interview, which was held by telephone on November 3, 2008. During the interview, distinctions between the claimed inventions, as amended, and the cited art references were discussed. No agreement as to patentability of the amended claims was reached. Reconsideration of the application is respectfully requested in view of the present amendment and accompanying remarks.

### **Claim Rejections Under 35 U.S.C. § 103**

Claims 1 - 31 were rejected under 35 U.S.C. §103(a) as being unpatentable over Templeton, U.S. Patent No. 5,679,940 ("*Templeton*"). By the present amendment, independent claims 1, 13, and 24 have been amended to clarify the claimed inventions of claims 1, 13, and 24.

For example, risk scoring engine element and the overturn scoring element of Claim 1 are amended to read: "a risk scoring engine, comprising a plurality of risk scoring models, that evaluates risk..." and "a decision overturn scoring engine, comprising a plurality of overturn scoring models, that, upon a decline, evaluates the risk of overturning the decline using a second scoring model from the plurality of overturn scoring models, wherein the overturn scoring engine classifies the risk...". Claim 13 is similarly amended: "...evaluating the transaction information using a risk engine, comprising a plurality of risk scoring models, to assess the risk..." and "an overturn engine, comprising a plurality of overturn scoring models, to classify the risk..." The overturn scoring engine element of Claim 24 has been similarly amended: "an overturn scoring engine, comprising a plurality of overturn scoring models, that receives data about the promissory payment and the financial transaction after the promissory payment has been declined..." Support for these amendments are found in the Applicants' Specification at

least in Figure 2, page 8, lines 6-20, and page 9, lines 5-6, and in the corresponding dependent claims.

The final Office Action rejected claims 1, 13, and 24 on the assertion that a second risk model is taught in *Templeton*. For example, on page 4, last paragraph, the Office Action states: “From this teaching, it is clearly noted that a second check is made in an attempt to authorize the check payment made by the customer. It is noted that different additional information are required thus, requiring a second risk model to make a proper determination to authorize payment.” (emphasis added). Attorney for the Assignee respectfully submits that *Templeton* relates to a single risk scoring model that scores risk based on predetermined input, and that only one model or algorithm is utilized for performing risk scoring. For example, the *Templeton* abstract states in part that, “The host computer applies a risk scoring algorithm to the data to determine whether the transaction should be approved, declined, or whether additional information is needed.” Furthermore, *Templeton* states that, “The authorization host computer then receives a second transaction packet that includes the additional information, and applies the risk scoring algorithm to at least a portion of the additional information, which results in a second transaction score.” *Templeton* col. 5, lines 23-28 (emphasis added). “The scoring algorithm is designed to consider a predetermined group of the available variables and apply predetermined weights to those variables in order to assess the risk associated with the check.” *Templeton* col. 19, lines 11-15 (emphasis added).

*Templeton* Figure 8a, and col. 29, lines 12-19 further confirm that there is a single scoring algorithm, for example: “At step 540, the transaction is scored by the risk scoring algorithm implemented on the authorization host computer. If no positive data was found in the positive file, the risk scoring algorithm uses the data in the transaction packet and other known variables such as time of day, etc. If positive data was found in the positive file, the risk scoring algorithm uses the positive file data, along with the data in the transaction packet and other known variables.” Finally, *Templeton* col. 29, lines 63-65 further indicates that there is no disclosure of a second scoring model because the scoring is processed again: “The authorization host computer then re-processes the transaction using all of the available information.” (emphasis added). Therefore, if the transaction information remains unchanged between the first

and subsequent risk scoring processes, the risk score, using the method of *Templeton*, would remain unchanged.

For at least the above reasons, *Templeton* does not teach or suggest a risk scoring engine comprising a plurality of risk scoring models.

With regard to the amended claim element: “overturn scoring engine, comprising a plurality of overturn scoring models”, *Templeton* does not teach or suggest this element. As discussed in Applicants’ specification, page 2, lines 18-20: “When checks are declined, this creates problems for the merchant in that the merchant can no longer sell the good or service to the customer and can also result in the customer becoming embarrassed or upset.” A customer who has been denied a transaction based on possible erroneous data in a computer database, is likely to demand speaking to a human being to resolve the issue. Page 3, lines 1-10 of the Applicants’ specification further describes at least one need for the overturn scoring engine:

A significant portion of the difficulty that the agency experiences is that the customer service representative that is answering the telephone is being forced to make a decision as to whether to overturn the original decline based primarily on the information that is being provided by the customer. If the customer is engaging in fraud or is being less than truthful, the customer may tell the customer service representative facts that cannot be verified that, if true, would lower the risk associated with the transaction. The customer service representative is thus often not able to distinguish between a legitimate circumstance for overturning an original decline and a fraudulent or risky circumstance for overturning an original decline.

The Applicants’ specification, for example at page 9, lines 15-26, further states that:

...the system 200 of the illustrated embodiment is capable of performing an overturn analysis making a risk factor based assessment as to the risk of overturning an original declined transaction thereby reducing the likelihood of loss due to customer service personnel overturns that are made using fewer or no risk assessment factors. The overturn process preferably reevaluates a number of factors that may have been evaluated in the original risk assessment of the transaction and evaluates them using a different model that is tailored to calculate

the expected risk of overturning an original declined transaction. Moreover, the overturn scoring models 214 may also include additional variables that may not have been considered in the original transaction decision to determine what the risk is of overturning the decline of the original transaction decision.

Furthermore, at least Figure 2 of the Applicants' specification shows that the risk scoring models 208 are separate and distinct from the overturn scoring models.

The Office Action also relied on the following for the rejection of independent claims 1, 13, and 24: "Regarding the argument of classifying the risk of overturning the original decline based on one or more second transaction variables, the Examiner asserts that since the risk factor is performed more than one time and a result is obtained, therefore a risk class (such as approved, declined or pending) is associated with each result." However, the single risk model of *Templeton* is directed only towards evaluating the risk of accepting the transaction, whereas the additional and separate overturn scoring models in Applicants' amended claims 1, 13, and 24 are directed to evaluating the risk of overturning the decline. Furthermore, *Templeton* does not teach or suggest the following elements: "transaction variable indicative of a request to overturn the decline," (claim 1), "performing a decision overturn evaluation, upon a decline, using an overturn engine to classify the risk associated with overturning the original decline to accept the promissory payment based at least in part on a factor indicating a request to overturn the decline;" (claim 13), and "the overturn scoring engine evaluates a number of factors contained within the data, including at least one factor indicative of a request to overturn the original decision" (claim 24). Instead, *Templeton* relates to a method for obtaining further information from the customer (driver's license number, phone number, etc.), but does not teach or suggest any elements relating to a "request to overturn the decline." Therefore, since arguments have been presented showing that (1) *Templeton* does not teach or suggest a second risk model, and (2) that *Templeton* does not teach or suggest risk class associated with overturning the decline, the amended claims 1, 13, and 24 should be allowed over the cited reference for at least the above reasons.

Additionally, it is respectfully submitted that dependent claims 2-12, 14-23, and 25-31 are allowable as a matter of law as depending from an allowable base claim, notwithstanding their independent recitation of patentable features. Accordingly, it is respectfully asserted that

the pending dependent claims of the application are also in condition for allowance and prompt allowance of the same is requested.

### **CONCLUSION**

It is not believed that extensions of time or fees for addition of claims are required, beyond those that may otherwise be provided for in documents accompanying this paper. However, in the event that additional extensions of time are necessary to allow consideration of this paper, such extensions are hereby petitioned under 37 C.F.R. § 1.136(a), and any fee required therefore (including fees for net addition of claims) is hereby authorized to be charged to Deposit Account No. 19-5029.

Respectfully submitted,

/Christopher J. Chan/  
Christopher J. Chan  
Attorney for the Assignee  
Reg. No. 44,070

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SUTHERLAND ASBILL & BRENNAN LLP  
999 Peachtree Street NE  
Atlanta, Georgia 30309-3996  
Telephone: (404) 853-8049  
Facsimile: (404) 853-8806  
(First Data 028300US)

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